

INTEREST AND ALL COSTS OF THIS ACTION.

COUNT XII - UNFAIR AND DECEPTIVE BUSINESS CONDUCT

PURSUANT TO MASSACHUSETTS GENERAL LAWS

CHAPTER 93A, §§ 2 & 11, INTER ALIA

66. The Plaintiff repeats, realleges and incorporates by reference each and every allegation contained in Paragraphs 1 through 65 with the same force and effect as though fully set forth herein.
67. The unfair and deceptive business conduct of the Defendants – as detailed and documented herein, was a willful and knowing violation of the law on their part without excuse or justification and, moreover, because of the Defendants' unwillingness to ever respond in good faith to the Plaintiff's reasonable Demand of March 29, 2002 tendered by and through his Attorney at the time, one Anthony A. Froio of Robins, Kaplan, Miller & Ciresi (See, true copy of said Demand Correspondence attached hereto and incorporated herein by reference as Exhibit 17), the Plaintiff has been required to institute costly and protracted litigation.

WHEREFORE, THE PLAINTIFF DEMANDS PURSUANT TO M.G.L. c. 93A, §§ 2 & 11:

A. THAT JUDGMENT BE ENTERED AGAINST THE DEFENDANTS FOR THE SUM OF TWO MILLION (\$2,000,000.00) DOLLARS, THAT AMOUNT BEING THE COMBINATION OF ACTUAL MONETARY DAMAGES SUFFERED BY THE PLAINTIFF TOGETHER WITH EMOTIONAL DISTRESS DAMAGES [IN THE RESPECTIVE AMOUNTS OF ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND (\$1,750,000.00)

DOLLARS AND TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00) DOLLARS] AS A RESULT OF THE UNFAIR AND DECEPTIVE ACTS AND PRACTICES COMPLAINED OF HEREIN;

B. THAT THE DEFENDANTS BE ADJUDGED TO HAVE ACTED IN WILLFUL AND KNOWING VIOLATION OF M.G.L. c. 93A § 2 AND THE PLAINTIFF BE AWARDED PUNITIVE DAMAGES IN THE AMOUNT OF THREE TIMES HIS ACTUAL DAMAGES OUTLINED IMMEDIATELY ABOVE, OR, SIX MILLION (\$6,000,000.00) DOLLARS;

C. THAT THE PLAINTIFF BE AWARDED REASONABLE ATTORNEY'S AND EXPERT'S FEES AND ALL COSTS INCURRED IN THIS OTHERWISE UNNECESSARY ACTION; AND,

D. THAT THE PLAINTIFF BE AWARDED SUCH OTHER AND FURTHER RELIEF AS IS FAIR AND EQUITABLE GIVEN THE TOTALITY OF THE FACTS AND CIRCUMSTANCES AT BAR.

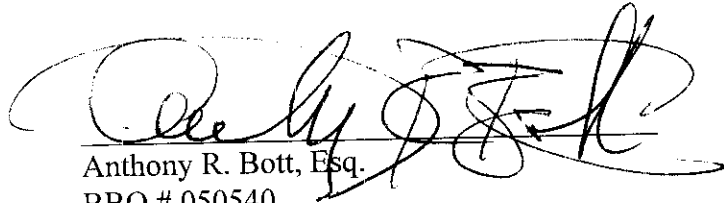
---

PLAINTIFF'S DEMAND FOR TRIAL BY JURY

PURSUANT TO THE FEDERAL RULES OF CIVIL PROCEDURE, RULE 38, THE PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY OF ALL ISSUES IN THIS ACTION TRIABLE OF RIGHT BY A JURY.

---

Plaintiff, Gregory F. Sankey  
By his Attorney,



Anthony R. Bott, Esq.

BBO # 050540

Anthony R. Bott, P.C.

Eight Beach Road

P.O. Box 1137

East Orleans, MA 02643

(508) 240-2700

Dated:

10/14/2004



**Gregory F. Sankey**

---

**From:** "Gregory F. Sankey" <sankey@fastdial.net>  
**To:** "tom horst" <hjohnh@yahoo.com>  
**Sent:** Sunday, October 28, 2001 9:15 AM  
**Attach:** SHAW10.28.01.doc

Tom,

Without being presumptuous, and in the interest of saving time reviewing and revising offer letter, I would be satisfied if you could incorporate attached wording.

As discussed, Items 7 and 8 (which go together) are not requirements. If severance ever became an issue, I trust that Shaw would treat me fairly.

Thanks.

Greg

ATTACHMENT 1  
PAGE 1 of 2

1. DUTIES/TITLE. Vice President of Operations for Environmental/Infrastructure.
2. ANNUAL SALARY. One hundred and \_\_\_\_\_ thousand dollars.
3. SIGN-ON BONUS. Thirty thousand dollars (\$30,000). Bonus shall be repaid on a pro-rated basis only if Employee voluntarily resigns within two years.
4. VACATION. Four (4) weeks annually.
5. COMPANY VEHICLE. Shaw, in its name, shall provide Employee with a new (\$25-35,000 invoice price) vehicle of Employee's choice and Shaw shall pay all expenses including gas.
6. WORK LOCATION. Stoughton, MA.
7. TERMINATION. In the event that Employee is terminated, constructively or otherwise, for any reason, Shaw shall immediately pay Employee a lump sum severance equivalent to \_\_\_\_\_ months salary.
8. SUCCESSORS. This Agreement is not assignable. However, if Shaw is sold, reorganized, goes out of business, or is unable to meet its obligations under this Agreement for any reason, then the Agreement shall be guaranteed and binding on Shaw's parent company or successors.

ATTACHMENT 1  
PAGE 2 of 2



**Gregory F. Sankey**

---

**From:** "thomas horst" <hjhnt@yahoo.com>  
**To:** "Gregory F. Sankey" <sankey@fastdial.net>  
**Sent:** Tuesday, October 30, 2001 5:53 PM  
**Attach:** gregs letter.doc  
**Subject:** try this

greg please comment on this, its not been seen by anyone yet, so i have borrowed the wording

---

**Do You Yahoo!?**

Make a great connection at Yahoo! Personals.

ATTACHMENT 2  
PAGE 1 of 3



Draft

November 1, 2001

Mr. Greg Sankey  
43 Twiss Rd  
Orleans, MA 02653

Dear Greg:

We appreciate your interest and wish to thank you for considering employment opportunities with us. We are pleased to offer you the position of Vice President, Operations Environmental/Infrastructure as a Full-time Regular employee at a starting salary of \$185,000 per year. Other provisions of your employment include the following:

- Performance metrics will be established and mutually agreed upon not later than two (2) weeks after your start date.
- You will receive a \$35,000 sign-on bonus in the form of a no interest loan, payable up front. The loan will be forgiven in on the first annual anniversary date of your employment.
- Company seniority date reverts to original date of employment of 19xx with Stone & Webster for the purposes of eligibility of all benefits.
- You will have the use of a company leased vehicle to carry out your duties with our clients and projects that come under the duties of your position including all costs associated with the vehicle.
- Eligibility for Stock Options and Bonus Plan.

If you should accept this offer of employment, shortly after your arrival on your first day, you will participate in our employee orientation program during which, you will receive important information on Company policy and benefits and also complete all segments of the on-roll process. To prepare you for your orientation, we've enclosed a summary of our benefits and worksheets for you to use to determine your contribution to certain benefit premiums. Please review this information carefully so that during the orientation, we'll be able to answer any questions you might have, to help you make the correct enrollment decisions.

Since we are obligated by federal and state laws to obtain certain information on all employees, our offer of employment is contingent upon the completion of all segments of the on-roll process. We have enclosed a document entitled "*On Your First Day of Employment*" to identify the items you would be required to bring with you on your report date to successfully complete all segments of the on-roll process.

Our Company policy calls for employees to execute a standard form of Agreement. A sample copy of this Agreement is enclosed for your review and the terms and conditions of the Agreement necessarily become part of our offer. We call particular attention to the provision

ATTACHMENT 2  
PAGE 2 of 3

of the Agreement regarding the scheduling of any inventions, discoveries, or improvements, etc. that shall not be subject to the terms of the Agreement. If it is necessary for you to schedule any such inventions, discoveries or improvements, etc. as exclusions, the undersigned must be notified in writing by return mail. In the absence of such written notification, we will assume that no exclusions are involved and the Agreement will so provide when it is executed on the date your employment commences.

Our policy is to maintain a drug-free workplace, therefore it may be necessary for you to comply with screening programs designed to insure employee fitness to perform duties at, or on behalf of, client, nuclear or governmental facilities.

By accepting this offer, you agree that your employment with the company is "at-will" which means that either you or the company may terminate your employment and compensation with or without notice at any time and for any or no reason or cause.

Please advise us of your acceptance or declination of this offer of employment by signing one copy of this letter and returning it to my attention in the envelope provided or via fax at the number on the enclosed business card as soon as possible. If your decision is to accept our offer, also indicate your employment commencement date.

We look forward to your response.

Very truly yours,

- Walter R. Rhodes  
Senior Vice-President

Enclosures

Accepted By:

X \_\_\_\_\_ Date: \_\_\_\_\_

Employment Commencement Date: \_\_\_\_\_  
(NOTE: Start date should be the 1<sup>st</sup> business day of a week.)

Declined By:

X \_\_\_\_\_ Date: \_\_\_\_\_

Reason (optional): \_\_\_\_\_

ATTACHMENT 2  
PAGE 3 of 3



**Gregory F. Sankey**

---

**From:** "Gregory F. Sankey" <sankey@fastdial.net>  
**To:** "tom horst" <hjohn@yahoo.com>  
**Sent:** Tuesday, October 30, 2001 6:46 PM  
**Attach:** gregs letter.rev1.redline.doc; gregs letter.rev1.doc

Tom,

See revisions on "redline" version. Also attached is cleaned-up version.

You put \$35k in as a sign-on bonus. Hey, I'll take it, but I did agree to \$30k.

If you need to reach me, call me at home tonight...till 9 P.M....at 508-255-3396.

I'll be in Mansfield tomorrow and Thursday. Reach me by cell phone (508-254-6065) if necessary.

Thanks.

Greg

ATTACHMENT 3  
PAGE 1 of 7

Draft

November 1, 2001

Mr. Greg Sankey  
43 Twiss Rd  
Orleans, MA 02653

Dear Greg:

We appreciate your interest and wish to thank you for considering employment opportunities with us. We are pleased to offer you the position of Vice President, Operations Environmental/Infrastructure as a Full-time Regular employee located in our Stoughton, MA office at a starting salary of \$185,000 per year. Other provisions of your employment include the following:

- Performance metrics will be established and mutually agreed upon not later than two (2) weeks after your start date.
- You will receive a \$35,000 sign-on bonus in the form of a no interest loan, payable up front. The loan will be forgiven in on the first annual anniversary date of your employment or if you are terminated for any reason other than voluntary resignation.
- Company seniority date reverts to original date of employment of 49~~xx~~ 1973 with Stone & Webster for the purposes of eligibility of all benefits. Accordingly, you will receive four weeks company paid vacation annually.
- You will have the exclusive use of a new company leased vehicle of your choice. Vehicle invoice cost shall be less than \$35,000. ~~to carry out your duties with our clients and projects that come under the duties of your position including~~ Company will pay all costs, including gas, associated with the vehicle.
- Eligibility for Stock Options and Bonus Plan.

If you should accept this offer of employment, shortly after your arrival on your first day, you will participate in our employee orientation program during which, you will receive important information on Company policy and benefits and also complete all segments of the on-roll process. To prepare you for your orientation, we've enclosed a summary of our benefits and worksheets for you to use to determine your contribution to certain benefit premiums. Please review this information carefully so that during the orientation, we'll be able to answer any questions you might have, to help you make the correct enrollment decisions.

Since we are obligated by federal and state laws to obtain certain information on all employees, our offer of employment is contingent upon the completion of all segments of the on-roll process. We have enclosed a document entitled "On Your First Day of Employment" to

ATTACHMENT 3  
PAGE 2 of 7

identify the items you would be required to bring with you on your report date to successfully complete all segments of the on-roll process.

Our Company policy calls for employees to execute a standard form of Agreement. A sample copy of this Agreement is enclosed for your review and the terms and conditions of the Agreement necessarily become part of our offer. We call particular attention to the provision of the Agreement regarding the scheduling of any inventions, discoveries, or improvements, etc. that shall not be subject to the terms of the Agreement. If it is necessary for you to schedule any such inventions, discoveries or improvements, etc. as exclusions, the undersigned must be notified in writing by return mail. In the absence of such written notification, we will assume that no exclusions are involved and the Agreement will so provide when it is executed on the date your employment commences.

Our policy is to maintain a drug-free workplace, therefore it may be necessary for you to comply with screening programs designed to insure employee fitness to perform duties at, or on behalf of, client, nuclear or governmental facilities.

By accepting this offer, you agree that your employment with the company is "at-will" which means that either you or the company may terminate your employment and compensation with or without notice at any time and for any or no reason or cause.

Please advise us of your acceptance or declination of this offer of employment by signing one copy of this letter and returning it to my attention in the envelope provided or via fax at the number on the enclosed business card as soon as possible. If your decision is to accept our offer, also indicate your employment commencement date.

We look forward to your response.

Very truly yours,

Walter R. Rhodes  
Senior Vice-President

Enclosures

Accepted By:

X \_\_\_\_\_ Date: \_\_\_\_\_

Employment Commencement Date: \_\_\_\_\_  
(NOTE: Start date should be the 1<sup>st</sup> business day of a week.)

Declined By:

ATTACHMENT 3  
PAGE 3 of 7

X \_\_\_\_\_ Date: \_\_\_\_\_

Reason (optional): \_\_\_\_\_

ATTACHMENT 3

PAGE 4 of 7

Draft

November 1, 2001

Mr. Greg Sankey  
43 Twiss Rd  
Orleans, MA 02653

Dear Greg:

We appreciate your interest and wish to thank you for considering employment opportunities with us. We are pleased to offer you the position of Vice President, Operations Environmental/Infrastructure as a Full-time Regular employee located in our Stoughton, MA office at a starting salary of \$185,000 per year. Other provisions of your employment include the following:

- Performance metrics will be established and mutually agreed upon not later than two (2) weeks after your start date.
- You will receive a \$35,000 sign-on bonus in the form of a no interest loan, payable up front. The loan will be forgiven on the first annual anniversary date of your employment or if you are terminated for any reason other than voluntary resignation.
- Company seniority date reverts to original date of employment of 1973 with Stone & Webster for the purposes of eligibility of all benefits. Accordingly, you will receive four weeks company paid vacation annually.
- You will have the exclusive use of a new company leased vehicle of your choice. Vehicle invoice cost shall be less than \$35,000. Company will pay all costs, including gas, associated with the vehicle.
- Eligibility for Stock Options and Bonus Plan.

If you should accept this offer of employment, shortly after your arrival on your first day, you will participate in our employee orientation program during which, you will receive important information on Company policy and benefits and also complete all segments of the on-roll process. To prepare you for your orientation, we've enclosed a summary of our benefits and worksheets for you to use to determine your contribution to certain benefit premiums. Please review this information carefully so that during the orientation, we'll be able to answer any questions you might have, to help you make the correct enrollment decisions.

Since we are obligated by federal and state laws to obtain certain information on all employees, our offer of employment is contingent upon the completion of all segments of the on-roll process. We have enclosed a document entitled "*On Your First Day of Employment*" to identify the items you would be required to bring with you on your report date to successfully complete all segments of the on-roll process.

ATTACHMENT 3  
PAGE 5 of 7



Our Company policy calls for employees to execute a standard form of Agreement. A sample copy of this Agreement is enclosed for your review and the terms and conditions of the Agreement necessarily become part of our offer. We call particular attention to the provision of the Agreement regarding the scheduling of any inventions, discoveries, or improvements, etc. that shall not be subject to the terms of the Agreement. If it is necessary for you to schedule any such inventions, discoveries or improvements, etc. as exclusions, the undersigned must be notified in writing by return mail. In the absence of such written notification, we will assume that no exclusions are involved and the Agreement will so provide when it is executed on the date your employment commences.

Our policy is to maintain a drug-free workplace, therefore it may be necessary for you to comply with screening programs designed to insure employee fitness to perform duties at, or on behalf of, client, nuclear or governmental facilities.

By accepting this offer, you agree that your employment with the company is "at-will" which means that either you or the company may terminate your employment and compensation with or without notice at any time and for any or no reason or cause.

Please advise us of your acceptance or declination of this offer of employment by signing one copy of this letter and returning it to my attention in the envelope provided or via fax at the number on the enclosed business card as soon as possible. If your decision is to accept our offer, also indicate your employment commencement date.

We look forward to your response.

Very truly yours,

Walter R. Rhodes  
Senior Vice-President

Enclosures

Accepted By:

X \_\_\_\_\_ Date: \_\_\_\_\_

Employment Commencement Date: \_\_\_\_\_  
(NOTE: Start date should be the 1<sup>st</sup> business day of a week.)

Declined By:

X \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT 3  
PAGE 6 of 7

Reason (optional): \_\_\_\_\_

ATTACHMENT 3  
PAGE 7 of 7



**Gregory F. Sankey**

---

**From:** "thomas horst" <hjohnst@yahoo.com>  
**To:** "Gregory F. Sankey" <sankey@fastdial.net>  
**Sent:** Wednesday, October 31, 2001 11:44 AM  
**Attach:** gregs letter[1].rev1.redline.doc  
**Subject:** next version

greg,

i have modified the word, i am troubled by the phrase 'exclusive use' of car, while that is the intent, it seems a bit narrow, suggestions are welcome

---

**Do You Yahoo!?**

Make a great connection at [Yahoo! Personals](#).

ATTACHMENT 4

PAGE 1 of 4

Draft

November 1, 2001

Mr. Greg Sankey  
43 Twiss Rd  
Orleans, MA 02653

Dear Greg:

We appreciate your interest and wish to thank you for considering employment opportunities with us. We are pleased to offer you the position of Vice President, Operations Environmental/Infrastructure as a Full-time Regular employee located in our Stoughton, MA office at a starting salary of \$185,000 per year. Other provisions of your employment include the following:

- Performance metrics will be established and mutually agreed upon not later than two (2) weeks after your start date.
- You will receive a \$30,000 sign-on bonus in the form of a no interest loan, payable up front. The loan will be forgiven on the first annual anniversary date of your employment or if you are terminated for any reason other than cause or voluntary resignation.
- Company seniority date reverts to original date of employment of 1973 with Stone & Webster for the purposes of eligibility of all benefits. Accordingly, you will receive four weeks company paid vacation annually.
- You will have the exclusive use of a mutually agreed upon company-leased vehicle. Company will pay all costs, including gas, associated with the vehicle.
- Eligibility for Stock Options and Bonus Plan.

If you should accept this offer of employment, shortly after your arrival on your first day, you will participate in our employee orientation program during which, you will receive important information on Company policy and benefits and also complete all segments of the on-roll process. To prepare you for your orientation, we've enclosed a summary of our benefits and worksheets for you to use to determine your contribution to certain benefit premiums. Please review this information carefully so that during the orientation, we'll be able to answer any questions you might have, to help you make the correct enrollment decisions.

Since we are obligated by federal and state laws to obtain certain information on all employees, our offer of employment is contingent upon the completion of all segments of the on-roll process. We have enclosed a document entitled "*On Your First Day of Employment*" to identify the items you would be required to bring with you on your report date to successfully complete all segments of the on-roll process.

ATTACHMENT 4

PAGE 2 of 4

Our Company policy calls for employees to execute a standard form of Agreement. A sample copy of this Agreement is enclosed for your review and the terms and conditions of the Agreement necessarily become part of our offer. We call particular attention to the provision of the Agreement regarding the scheduling of any inventions, discoveries, or improvements, etc. that shall not be subject to the terms of the Agreement. If it is necessary for you to schedule any such inventions, discoveries or improvements, etc. as exclusions, the undersigned must be notified in writing by return mail. In the absence of such written notification, we will assume that no exclusions are involved and the Agreement will so provide when it is executed on the date your employment commences.

Our policy is to maintain a drug-free workplace, therefore it may be necessary for you to comply with screening programs designed to insure employee fitness to perform duties at, or on behalf of, client, nuclear or governmental facilities.

By accepting this offer, you agree that your employment with the company is "at-will" which means that either you or the company may terminate your employment and compensation with or without notice at any time and for any or no reason or cause.

Please advise us of your acceptance or declination of this offer of employment by signing one copy of this letter and returning it to my attention in the envelope provided or via fax at the number on the enclosed business card as soon as possible. If your decision is to accept our offer, also indicate your employment commencement date.

We look forward to your response.

Very truly yours,

Walter R. Rhodes  
Senior Vice-President

Enclosures

Accepted By:

X \_\_\_\_\_ Date: \_\_\_\_\_

Employment Commencement Date: \_\_\_\_\_  
(NOTE: Start date should be the 1<sup>st</sup> business day of a week.)

Declined By:

X \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT 4  
PAGE 3 OF 4

Reason (optional): \_\_\_\_\_

ATTACHMENT 4  
PAGE 4 OF 4





**Gregory F. Sankey**

---

**From:** "thomas horst" <hjhnt@yahoo.com>  
**To:** <sankey@fastdial.net>  
**Sent:** Friday, November 02, 2001 6:25 PM  
**Subject:** Re: next version

greg,

just wanted to keep you informed, walter has the draft and is home, california, for the weekend, so it will be monday, if i hear anything i will give you a call,

tom

***sankey@fastdial.net*** wrote:

Tom,

Let's talk before you do a final letter (508-254-6065). If vehicle is a problem for Walter or you, don't get yourself in trouble over this.

Long story, but with 3-4 hours of daily driving, often in rain or snow, I will only drive a 4x4 full size truck. It's a safety thing to me. It's what I drive now. It's what I'll drive to work...company vehicle or my vehicle.

I suggest that we either use my wording or drop the vehicle from the offer and solve it by adjusting base/bonus...however this will cost company more because of tax inefficiency.

Thanks.

Greg

>

>

i better understand where you are coming from, i will use your wording, i will be in office in pm and run this by wlater, once i have buy in i will send you next draft and let you know timing to get real letter

>

tom

ATTACHMENT 5

PAGE 1 of 2

>

**sankey@fastdial.net** wrote:

>

Tom,

As we discussed, my intent is to have company lease a new pick-up truck to replace my present truck. I have located what I want and it has a sticker price of approx \$35k (so invoice is probably around 32k). My wording is specific to this. I do not like your wording because it is open to interpretation and can only lead to a problem. If there is a problem with what I intend to lease, let's disc

>

greg,

>

>

>

>

i have modified the word, i am troubled by the phrase 'exclusive use' of car, while that is the intent, it seems a bit narrow, suggestions are welcome

ATTACHMENT 5  
PAGE 2 of 2



**Gregory F. Sankey**

---

**From:** "Gregory F. Sankey" <sankey@fastdial.net>  
**To:** "tom horst" <hjohnt@yahoo.com>  
**Sent:** Wednesday, November 07, 2001 7:00 AM

Tom,

I'll be in Mansfield on Wed and Thurs. If you need to reach me, use e-mail or cell phone (508-254-6065).

Thanks.

Greg

ATTACHMENT 6  
PAGE 1 of 1

